

# EXHIBIT 3

**FEE SPLIT AGREEMENT – MICHIGAN MASS ACTION CASES**

This Agreement is entered into this 15th day of December, 2017, by and between **Stern Law, PLLC (“SL”)** and **The Liblang Law Firm, P.C. (“Liblang”)** (SL and Liblang are collectively referred to as “SL/Liblang”), on the one hand, and, **Neil Gieleghem doing business as Gieleghem Law Office (“NG”)** and **Consumer Legal Remedies, APC (“CLR”)** (NG and CLR are collectively referred to as “NG/CLR”), on the other hand, for the purpose of setting forth the terms of the division of certain fees obtained in pending mass action proceedings in Michigan state court involving 2012-2015 Ford Focus and 2011-2015 Ford Fiesta vehicles with defective transmissions (the “Mass Action Case(s)”). Throughout this Agreement, SL/Liblang and NG/CLR are collectively referred to as the “Parties” or “Party.”

Whereas, SL/Liblang are counsel of record in the Mass Action Cases as of the above-date of this Agreement, in accordance with a co-counsel agreement dated December 21, 2016, attached hereto as Exhibit “A” (hereinafter, “SL/Liblang Agreement”).

Whereas SL/Liblang desire that NG/CLR participate with SL/Liblang in the Mass Action Cases as co-counsel;

Whereas, NG/CLR are willing to participate with SL/Liblang in the Mass Action Cases as co-counsel; and

Whereas, all of the Parties to this Agreement intend to herein define certain rights and duties relating to the division of fees obtained in the Mass Action Cases;

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. In connection with the pending Michigan Mass Action Cases, NG/CLR will seek *pro hac* admission pursuant to Michigan Court Rule 8.126, and SL/Liblang shall file with the presiding court of the Mass Action Cases an appearance and a motion that seeks permission for the temporary admission of NG/CLR.
2. NG/CLR agree to exercise their best efforts to assist SL/Liblang in the Mass Action Cases for the purpose of facilitating the progression and development of the Mass Action Cases, and increasing the recovery of client awards and attorney’s fees.
3. SL, in accordance with the terms of SL/Liblang Agreement, shall be solely responsible to promptly advance and pay all file costs and advances of funds in the Mass Action Cases.
4. SL, in accordance with the terms of the SL/Liblang Agreement, shall be solely responsible to promptly advance and pay all travel costs incurred by NG/CLR in connection with the Mass Action Cases.
5. At all times, it shall be in SL/Liblang’s sole discretion whether, when, and on what terms to settle any such Mass Action Case, including any and all terms and conditions of the settlement; provided however SL/Liblang recognize the unique experience of NG/CLR regarding the issues in the Mass Action Cases, and SL/Liblang agree to consider in good faith NG/CLR’s recommendations and input (if any) regarding settlement of each Mass Action Case. In the event that SL/Liblang authorize NG/CLR

(in writing or by email) to take the lead in settling any such Mass Action Case, then, it shall be in NG/CLR's sole discretion whether, when, and on what terms to settle any such Mass Action Case, including any and all terms and conditions of the settlement; provided however NG/CLR agree to consider in good faith SL/Liblang's recommendations and input (if any) regarding settlement of such Mass Action Case; and provided further SL/Liblang shall be solely responsible for all administrative and procedural aspects of concluding the settlement and for collecting all amounts that are part of the recovery. If NG/CLR settle any such Mass Action Case, as authorized by SL/Liblang, then within five (5) business days of settling any such Mass Action Case, NG/CLR shall notify SL/Liblang of the terms of any such settlement.

6. SL/Liblang shall at all times and for all purposes hold harmless and indemnify NG/CLR from any and all liability for any actions or failures to act by SL/Liblang in their handling of the Mass Action Case(s). NG/CLR shall at all times and for all purposes hold harmless and indemnify SL/Liblang from any and all liability for any actions or failures to act by NG/CLR in their handling of the Mass Action Case(s).
7. In consideration of NG/CLR's efforts in the Mass Action Cases, should any of the Mass Action Cases be pursued by any of the Parties to settlement or disposition resulting in any recovery, it is agreed by and between the Parties that any amounts recovered by the Parties in excess of what is owing to the client shall be distributed as follows:
  - (i) First, to the extent SL/Liblang incurred any costs properly chargeable to the client, including but not limited to filing fees, costs of depositions, travel costs, etc., such costs shall be reimbursed to SL/Liblang at the time of distribution from the gross recovery and prior to the division of fees outlined in paragraphs 7(ii) and 7(iii) to this Agreement;
  - (ii) Second, the next Five Thousand Five Hundred Dollars (\$5,500) shall be distributed 100% to SL/Liblang, and 0% to NG/CLR; and
  - (iii) Third, all amounts in excess of Five Thousand Five Hundred Dollars (\$5,500) shall be distributed two-thirds (approximately 66.66%) to SL/Liblang, and one-third (approximately 33.33%) to NG/CLR.
8. Each Party shall maintain time records and cooperate as needed with respect to any fee petitions or hearings to maximize fee recoveries in connection with any Mass Action Case.
9. No other fees or costs are due, owed or payable to or from any Party hereto, except as specifically provided herein, and this Agreement may not be changed or amended except by written agreement of the Parties hereto.
10. An appropriate disbursement summary shall be provided to NG/CLR by SL/Liblang in connection with every Mass Action Case in which funds are received by SL or Liblang, accompanied by an electronic transfer of funds or check made payable to each of NG and CLR for the proceeds to which NG/CLR are entitled pursuant to this Agreement. NG and CLR collectively shall notify SL/Liblang in writing from time to time as to the percentage split between NG and CLR of each payment owing to NG/CLR. As of the date of this Agreement, and until further written notice from NG/CLR collectively, the

percentage split between NG and CLR for all Mass Action Cases shall be one-half (50%) to NG and one-half (50%) to CLR.

11. DUTIES UPON SETTLEMENT. In the event SL/Liblang recovers any proceeds and/or fees from any Mass Action Case subject to this Agreement, SL/Liblang shall provide the following documents to NG/CLR:
  - a) A copy of the original settlement check or electronic payment;
  - b) A copy of the fully executed release; and
  - c) A breakdown of all costs incurred in the matter.
12. Upon SL/Liblang's failure to provide the documentation identified in paragraph 11, or other violations of this Agreement, any of NG/CLR shall provide written notice to SL/Liblang of any such failures, and SL/Liblang shall have thirty (30) days to cure any such failures; provided if the failure cannot reasonably be cured within 30 days, then, SL/Liblang shall be permitted to continue to diligently pursue the cure to completion as soon as reasonably practicable after the expiration of the 30-day cure period.
13. Each Party shall be required to pay and staff adequate personnel to timely perform all functions required by them in accordance with this Agreement.
14. To the extent any provision of this Agreement is prohibited or ineffective as a matter of law or ethics rule, this Agreement shall be considered amended to the minimum extent necessary to make this Agreement effective. In the event such law or ethics rule is subsequently amended or interpreted to validate any provision of this Agreement that was formerly invalid or invalidated, such provision shall be considered to be valid from the effective date of such amendment or interpretation. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In the event the invalidity of any provision of this Agreement materially changes the commercial expectation of the Parties, this Agreement shall be reformed to the minimum extent necessary to reinstate such commercial expectations in all material respects.
15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements and understandings between them with respect to its subject matter. The Parties have no expectations, other than those specifically expressed in this Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to its subject matter.

Wherefore, the Parties having set forth their agreement herein, affix below their signatures to confirm their consent to the provisions set forth above.

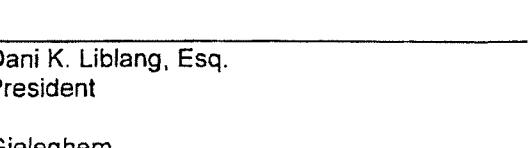
[End of page 3; signatures begin on page 4]

Dated this 15th day of December 2017.

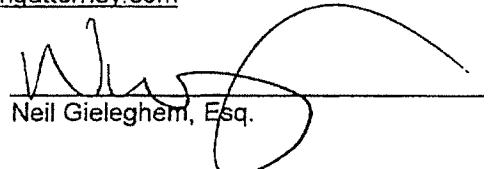
Stern Law, PLLC  
41850 W. Eleven Mile Road  
Suite 121  
Novi, MI 48375  
Ken@sterlawonline.com

BY:   
Kenneth A. Stern, Esq.  
President

The Liblang Law Firm, P.C.  
346 Park Street, Suite 200  
Birmingham, MI 48009  
danil@lemonlawlawyers.com

BY:   
Dani K. Liblang, Esq.  
President

Neil Gieleghem  
Gieleghem Law Office  
1436 South Spaulding Avenue  
Los Angeles, CA 90019  
Tel: 310 929 4850  
Fax: 310 929 4851  
Cell: 310 678 4563  
[neil@nqattorney.com](mailto:neil@nqattorney.com)

BY:   
Neil Gieleghem, Esq.

And,

Consumer Legal Remedies  
A Professional Corporation  
153 ½ North Arnaz Drive  
Beverly Hills, CA 90211  
Tel: (833) 428-9222  
[mresnick@clrattorney.com](mailto:mresnick@clrattorney.com)  
[www.consumerlegalremedies.com](http://www.consumerlegalremedies.com)

BY:   
Allen-Michel ('Michael') D. Resnick, Esq.  
President

Dated this 15th day of December 2017.

Stern Law, PLLC  
41850 W. Eleven Mile Road  
Suite 121  
Novi, MI 48375  
Ken@sternlawonline.com

BY: \_\_\_\_\_  
Kenneth A. Stern, Esq.  
President

The Liblang Law Firm, P.C.  
346 Park Street, Suite 200  
Birmingham, MI 48009  
danil@lemonlawlawyers.com

BY: \_\_\_\_\_  
Dani K. Liblang, Esq.  
President

Neil Gieleghem  
Gieleghem Law Office  
1436 South Spaulding Avenue  
Los Angeles, CA 90019  
Tel: 310 929 4850  
Fax: 310 929 4851  
Cell: 310 678 4563  
[neil@ngattorney.com](mailto:neil@ngattorney.com)

BY: \_\_\_\_\_  
Neil Gieleghem, Esq.

And,

Consumer Legal Remedies  
A Professional Corporation  
153 ½ North Arnaz Drive  
Beverly Hills, CA 90211  
Tel: (833) 428-9222  
[mresnick@clrattorney.com](mailto:mresnick@clrattorney.com)  
[www.consumerlegalremedies.com](http://www.consumerlegalremedies.com)

BY: \_\_\_\_\_  
Allen-Michel ("Michael") D. Resnick, Esq.  
President